

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to purchase parts, inspection, certification, recharge, and repair services for vehicle fire suppression systems for the Public Works and Waste Management Department (PWWM).

2.2 TERM OF CONTRACT

This contract will commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners or designee and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for five (5) years and shall expire on the last day of the last month of the five-year period.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible Bidder in the aggregate and who meet the requirements of Paragraphs 2.3.1, 2.3.2, and 2.3.3 below. The aggregate price will be calculated by adding the extended prices (unit price x estimated quantities) for all line items. To be considered for award, the Bidder shall submit an offer on all items. If a Bidder fails to submit an offer for all items, its offer may be deemed non-responsive. The extended price for each line item will be calculated as follows:

The extended pricing for yearly inspection & certification service will be calculated as follows:

- Extended Price = Unit Price x Estimated Number of Inspections & Certifications

The extended pricing for Repair Services will be calculated as follows:

- Extended Price = Estimated Labor Hours x Hourly Labor Rate

The extended pricing for purchase of parts will be calculated as follows:

- Extended Price = Estimated Spend - (Estimated Spend for Parts x Percentage Discount offered)

The requirements are as follows:

- 2.3.1 The Bidder shall assign a competent company representative(s) authorized to discuss matters pertaining to the contracted services, who can provide information, and who is cognizant of the industry and industry standards. Bidder(s) must have a designated contact person available twenty-four (24) hours a day to provide immediate support and response. The Bidder's office address, contact person, phone, and e-mail shall be included in the Bidder's submittal.
- 2.3.2 Bidder(s) shall have a Class A, B or C Fire Suppression Equipment license to inspect, certify, and repair fire suppression systems. The Bidder shall submit a copy of the license with the bid submittal.
- 2.3.3 The Bidder shall have a minimum of two (2) years experience in providing service to off road/vehicle fire suppression systems. Bidder(s) shall provide two (2) references. The customer's

name, address, contact person, phone number, and e-mail address for each reference shall be included in the Bidder's submittal. Length of relationship in years and types of services rendered shall also be included.

Bidders shall submit all of the qualifying documents with their submittal form. However, the County may, at its sole discretion and in its best interests, allow Bidders to supplement submitted documents in order to satisfy the prequalification criteria.

2.4 PRICES

Percentage discount offered for the purchase of parts shall be firm and fixed for the term of the contract.

Prices for services (Yearly Inspections, Yearly Certifications, and Repair Services) shall remain firm and fixed for a one-year period from the effective date of the Contract. Prior to the end of the initial one-year period and for each subsequent year thereafter, the County will review price adjustments for services only based on the Consumer's Price Index:

U.S. City Average, All Urban Consumers, All Items, for Miami, Ft. Lauderdale.

It is the awarded Bidders' responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of next one-year period, the request for adjustment should be submitted thirty (30) days prior to expiration of the then current one-year period. This adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to the current prices.

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index values effective on the first day of the twelve (12) month period and the most recent index including all months designated as preliminary available on the day of adjustment. Day of adjustment will be the last business day of the twelve (12) month period.

The County reserves the right to reject any price adjustments submitted by the awarded Bidder.

2.5 WARRANTY

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the awarded Bidder, the awarded Bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the awarded Bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within two (2) calendar days after the County notifies the awarded Bidder of such

deficiency in writing. If the awarded Bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded Bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.6 HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The awarded Bidder shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

2.7 ADDITIONAL FACILITIES AND SYSTEMS MAY BE ADDED

Although this solicitation identifies facilities and fire suppression systems as specified in Appendix "A" attached, it is hereby agreed and understood that additional facilities or systems may be added to this contract as an option to the County. When required by the pricing structure of the contract, awarded Bidder under this contract will be invited to submit price quotes. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor.

The County may determine to obtain price quotes for the additional work from other vendors in the event that fair and reasonable pricing is not obtained from the current awarded Bidder, or for other reasons at the County's discretion.

2.8 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the awarded Bidder at the contract prices established herein.

2.9 DELETION OF FACILITIES AND SYSTEMS

Although this solicitation identifies facilities and fire suppression systems as specified in Appendix "A" attached, it is hereby agreed and understood that any County department or agency may delete service for any facility and system when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the awarded Bidder.

2.10 COST ESTIMATES FOR EACH REPAIR PROJECT

The awarded Bidder shall be required to submit a written estimate on each prospective repair project under this contract before a work order for that specific project is issued. The estimate shall be itemized by the number of work hours, and by the cost of parts. Lump sum estimates shall not be accepted.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The purpose and intent of this solicitation is to secure firm prices and establish a term contract for inspection, certification, parts, recharge, and repair services for heavy equipment vehicles' fire suppression systems manufactured by AFEX. The Public Works and Waste Management Department (PWWM) uses several pieces of heavy equipment to maintain three (3) active landfills, two (2) closed landfills, multiple transfer stations. In addition, operation of this equipment on paved residential roads is vital during the debris removal process for which PWWM is responsible in the event of a hurricane.

3.2 INSPECTIONS AND CERTIFICATION

Inspections are to be performed on a quarterly basis (every 3 months) for each unit as listed in Appendix A attached. The awarded Bidder shall schedule inspections through PWWM's Fleet Management Division Office at least 48 hours in advance via e-mail or telephone. The PWWM's Fleet Management Division is located at 8801 NW 58 ST, Doral, Florida, 33178. Once inspection is complete, the awarded Bidder shall provide PWWM's Fleet Management Office with a written system inspection report for all work performed for each unit. This report shall include a proposal for any deficiencies observed and not-to-exceed estimate for repairs needed. The awarded Bidder shall also provide a certification label for each unit that was inspected and certified.

Inspections shall include the following:

- Visually inspect wiring for defects or damages
- Provide photos of any concerns technician may have
- Inspect canisters for defects or damages
- Inspect nozzles for damages and ensure they are clear of debris and lubricate
- Inspect nitrogen cartridges and o rings and lubricate as needed
- Inspect hoses for damage or wear
- Inspect and reset all automatic shut downs
- Inspect back up batteries for low voltage output
- Check nozzles for proper coverage
- Check cartridge weight
- Test system
- Test heat sensors and inspect for damages
- Test all remotes
- Test remote actuators
- Blow out pipes and hoses
- Ensure pipes and hoses are securely mounted
- Replace missing spray nozzle caps

3.3 REPAIRS

- A. The AFEX fire suppression system shall be repaired in accordance with the National Fire Protection Association (NFPA) standards and AFEX guidelines "Maintenance Procedure." Once the County approves in writing the repair estimate, any increases or changes to the estimate require prior County written approval.

- B. Once repair to AFEX fire suppression system is completed, an operating test shall be made in the presence of the County department's representative for acceptance of work performed.
- C. Repair to AFEX fire suppression systems shall include but not limited to:
- Replace all defective and damaged wires
 - Replace all damaged or inoperative heat sensors
 - Replace all worn or damaged hoses
 - Seal all remotes
 - Lubricate any and all parts as needed
 - Test all back up batteries
 - Replace batteries that are showing low voltage output or that are within six (6) months of expiration date
 - Report excessive grease or oil leaks
- D. Repairs shall be billed separately from the inspection service. Repair pricing shall be based on the hourly labor rate plus cost for parts (less % discount of MSRP).
- E. Payment for repairs shall be made for the actual hours and parts needed, capped at the not-to-exceed estimate.

3.4 LIST OF LOCATIONS AND NUMBER OF VEHICLES WITH AFEX FIRE SUPPRESSION SYSTEMS:

See Appendix "A" attached.

